

STATE OF SCOUTH CAROLINA
COURTY OF MCCORMICK

ASSIGNMENT OF LEASES AND
OTHER PROPERTY RIGHTS

Released Attached

THIS ASSIGNMENT, executed as of the 25th day of October, 1988
by

AMSELCO MINERALS INC.

(hereinafter referred to as "Assignor"), a Delaware corporation
whose mailing address is 10 East South Temple, P.O. Box 11248, Salt
Lake City, Utah 84147, to

GWALIA (U.S.A.) LTD.

(hereinafter referred to as "Assignee"), a Delaware corporation
whose mailing address is 38-40 Parliament Place, West Perth,
Western Australia 6005.

W I T N E S S E T H:

WHEREAS, Assignor and Hawk Resources (U.S.A.) Ltd., as the
predecessor in interest to Assignee by reason of a change of name,
entered into a Farmout Agreement dated the 31st day of December,
1987, (the "Agreement") pursuant to which Assignor contributed
certain leasehold and property interests described therein, known
as the Barite Hill Project and situated in McCormick County, South
Carolina, and Assignee, by making certain expenditures for the
benefit of such leasehold and property interests, was to ultimately
have earned a forty-nine percent (49%) undivided interest in
Assignor's interest therein; and

WHEREAS, Assignor has heretofore assigned to Assignee, by a
Special Warranty Deed dated as of December 31, 1987, an undivided
1% interest in certain Properties and Related Rights (as defined
in such Special Warranty Deed); and

WHEREAS, pursuant to Section 10 of the Agreement, Assignor
reserved the right to sell its interest in the Properties and
Related Rights, as those terms are defined in the Agreement, to
Assignee for the amount of \$1,000,000, adjusted for inflation,
which adjustment equals \$41,000 as of this date, said right being
hereinafter referred to as the "Option"; and

WHEREAS, pursuant to Section 10 of the Agreement, Assignor
has, by letter dated September 13, 1988, notified Assignee of its
election to exercise the Option; and

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U. S. EPA REGION IV

SDMS

POOR LEGIBILITY

PORTIONS OF THIS DOCUMENT MAY BE
DIFFICULT TO VIEW DUE TO THE QUALITY OF
THE ORIGINAL.

TO MAKE THE DOCUMENT READABLE, TRY
ONE OR MORE OF THE FOLLOWING:

From the Displays Settings in Windows Control Panel:

1. Set the Color Quality to the highest available: 24 bit or 36 bit.
2. Increase or decrease the Screen resolution.

From the Monitor/Display Controls:

1. For dark image page, increase the brightness and decrease the contrast.
2. For light image page, decrease the brightness and increase the contrast.

**** PLEASE CONTACT THE APPROPRIATE RECORDS CENTER TO VIEW THE MATERIAL****

WHEREAS, this Assignment is being executed and delivered in connection with the closing under the Assignment of Barite Hill Properties and Assumption of Certain Agreements (the "Assignment and Assumption"), dated as of this date, between Assignor and Assignee.

NOW, THEREFORE, in consideration of the premises and mutual covenants and promises set forth in the Assignment and Assumption, and to fully effectuate the terms thereof, and in further consideration of the payment of the amount of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor grants, bargains, releases, assigns, transfers, conveys, sets over and delivers to Assignee and its successors and assigns all of Assignor's right, title and interest in and to the following leases and agreements (the "Instruments"), together with the rights, members, hereditaments, and appurtenances thereto or in any way incident or appertaining, to have and to hold, all and singular, such interests unto Assignee, its successors and assigns forever:

1. Mineral Lease, dated November 18, 1983, between Gold Fields and Jennings Gary Dorn, Sr., Virginia M. Dorn, and Bettye Naomi Workman Dorn; a Memorandum of which is recorded at Book 65 of Deeds at Page 96, McCormick County, South Carolina. This being the same Mineral Lease which was assigned by Amselco Exploration Inc. to Amselco Minerals Inc. pursuant to an Assignment of Leases of Real Property in McCormick County, South Carolina dated February 3, 1987, which was recorded in Deed Book 65 at Page 97, Deed Book 65 at Page 96, Deed Book 80 at Page 46, and Deed Book 39 at Page 44 on the 5th day of March, 1987, in the R.M.C. Office for McCormick County, South Carolina. A portion of the interest of Amselco Minerals Inc. in this property has been conveyed to Hawk Resources (U.S.A.) Limited, the predecessor in interest to Assignee, by Special Warranty Deed dated as of February 23, 1988, recorded in Book 89 of Deeds at Page 106, McCormick County, South Carolina.

2. Mineral Lease, dated November 18, 1983, between Gold Fields and Jennings Gary Dorn, Sr. and Virginia M. Dorn, a Memorandum of which is recorded at Book 65 of Deeds at Page 97, McCormick County, South Carolina. This being the same Mineral Lease which was assigned by Amselco Exploration, Inc. to Amselco Minerals, Inc. pursuant to an Assignment of Leases of Real Property in McCormick County, South Carolina dated February 3, 1987, which was recorded in Deed Book 65 at Page 97, Deed Book 65 at Page 96, Deed Book 80 at Page 46, and Deed Book 39 at Page 44 on the 5th day of March, 1987, in the R.M.C. Office for McCormick County, South Carolina. A portion of the interest of Amselco Minerals Inc. in this property has been conveyed to Hawk Resources (U.S.A.) Limited, the predecessor in interest to Assignee, by Special Warranty Deed

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January 1
dated as of February 22, 1988, recorded in Book 89 of Deeds at
Page 106, McCormick County, South Carolina.

3. Mining Lease and Option Agreement, dated December 14, 1974, between John Rainsford, Jr. and Continental Oil Company (as amended December 13, 1979), a Memorandum of which is recorded at Book 39 of Deeds at Page 44, McCormick County, South Carolina. This being the same Mineral Lease and Option Agreement which was assigned by Amselco Exploration, Inc. to Amselco Minerals, Inc. pursuant to an Assignment of Leases of Real Property in McCormick County, South Carolina dated February 3, 1987, which is recorded in Deed Book 65 at Page 97, Deed Book 65 at Page 96, Deed Book 80 at Page 46, and Deed Book 39 at Page 44 on the 5th day of March, 1987 in the R.M.C. Office for McCormick County, South Carolina. A portion of the interest of Amselco Minerals Inc. in this property has been conveyed to Hawk Resources (U.S.A.) Limited, the predecessor in interest to Assignee, by Special Warranty Deed dated as of February 22, 1988, recorded in Book 89 of Deeds at Page 106, McCormick County, South Carolina.

January 1

4. Exploration Agreement with Option to Lease, dated September 1, 1985, between Bowater Incorporated, a Delaware corporation, successor in interest through merger to Catawba Timber Company and Amselco Minerals Inc., successor in interest through dissolution to Amselco Exploration Inc., a Memorandum of which is recorded at Book 80 of Deeds at Page 46, McCormick County, South Carolina. This being the same Exploration Agreement with Option to Lease which was assigned by Amselco Exploration, Inc. to Amselco Minerals Inc. pursuant to an Assignment of Leases of Real Property in McCormick County, South Carolina dated February 3, 1987 which was recorded in Deed Book 65 at Page 97, Deed Book 65 at Page 96, Deed Book 80 at Page 46, and Deed Book 39 at Page 44 on the 5th day of March, 1987 in the R.M.C. Office for McCormick County, South Carolina. A portion of the interest of Amselco Minerals Inc. in this property has been conveyed to Hawk Resources (U.S.A.) Limited, the predecessor in interest to Assignee, by Special Warranty Deed dated as of February 22, 1988, recorded in Book 89 of Deeds at Page 106, McCormick County, South Carolina.

January 1

5. Right-of-Way Easement Agreement, dated September 29, 1988, between Archie J. Lewis, Jr., and Amselco Minerals Inc., a Delaware corporation, which is recorded at Book 81 of Deeds at Page 88, McCormick County, South Carolina..

6. Option to Purchase Real Property Agreement, dated June 15, 1988, between Cornelius B. Young and Amselco Minerals Inc., a Delaware corporation, a Memorandum of which is recorded at Book 332 of Deeds at Page 635, Greenwood County, South Carolina.

Concurrently with the execution and delivery hereof, or as soon as practicable thereafter, Assignor has delivered, or will

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-101-

deliver, as the case may be, true and complete originals of the foregoing Instruments, including any amendments thereto, to Assignee. Assignor shall indemnify and save harmless Assignee from and against any loss, cost, damage, or expense that Assignee may suffer by reason of any failure by Assignor to deliver true and complete originals of such Instruments.

Assignor represents and warrants as follows:

(i) that no default or event which with the passage of time or the giving of notice or both, would constitute an event of default under the Agreement has occurred;

(ii) no default by Amselco under or, to the best knowledge of Amselco, event that, with the passage of time or the giving of notice or both, would constitute an event of default under any Instrument has occurred;

(iii) that the Agreement, and, to the best knowledge of Amselco, each Instrument is in full force and effect;

(iv) Amselco is the sole owner of the right, title and interest of the lessee or of Amselco Minerals Inc. under each of the Instruments (except for the undivided 1/8 interest therein heretofore conveyed to Gwalia) and that it has the right and power to make the conveyance effectuated by the execution and delivery of this Assignment without the consent of any person or authority; ~

(v) that the property interests herein conveyed are not subject to any lien, claim or encumbrance of any kind whatsoever created by, through or under Amselco;

(vi) that Amselco and its successors and assigns shall warrant and defend title to the Instruments against all persons claiming title to or any interest in the Instruments to the extent such claim relates to an interest allegedly derived directly from, through or under Amselco, its successors, or assigns; and

(vii) that Amselco is a corporation organized, validly existing, and in good standing under the laws of Delaware.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed under seal as of the day and year first above written.

AMSELCO MINERALS INC.

Signed, sealed and delivered
in the presence of:

P. J. Bernhisel
Joy M. Skiver

R. E. Pierce Jr.
By: P. J. Bernhisel
Its: Vice President Finance &
Control

R. E. Pierce Jr.
Attest: Richard E. Pierce, Jr.
Assistant Secretary

STATE OF UTAH }
COUNTY OF SALT LAKE } PROBATE

I, the undersigned, being duly sworn, depose and state on oath, that I saw Amselco Minerals Inc., by P. J. Bernhisel, its Vice President Finance & Control, and Richard E. Pierce, Jr., its Assistant Secretary, sign, seal and deliver the foregoing Assignment; and that I, together with Joy M. Skiver, witnessed the execution thereof.

Sworn and subscribed before me
this 25th day of October, 1988.

John H. Burack
Notary Public, State of Utah
My Commission Expires: 4-15-89

02/20/82 15:18

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NEVADA GOLDFIELD --- NV GOLDFIELDS CO

007

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30⁰⁰ (10-)
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STATE OF SOUTH CAROLINA
COUNTY OF McCORMICK
filed for record this
7th 1989
at 3:00 o'clock PM
and duly recorded in
Book 99 of Deeds
page 107

Kathleen P. Miller
Clerk of Court
McCormick County
South Carolina

AUDITOR'S OFFICE
McCORMICK COUNTY

Recorded this 3
day of Feb. 1989
in Book 7, Page 122

Jewell P. McGrath, Auditor

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RECORDING REQUESTED BY
and RETURN TO:
Gold Fields Mining Corp.
Attn: Land Dept.
200 Union Boulevard, Ste 500
Lakewood, Colorado 80228

RECORDED 22 MARCH 1985

THIS DOCUMENT NOT RECORDED
AS IS BUT ASSIGNMENT MADE
ON RECORDING OF EACH MEMO-
RANDUM OF LEASE AS RECORDED
IN BOOKS & PAGES LISTED BELOW

UKON
12/12/86

ASSIGNMENT

This Assignment is entered into this 30th day of January, 1985 between Gold Fields Mining Corporation, a Delaware corporation authorized to do business in South Carolina with offices at 200 Union Boulevard, Suite 500, Lakewood, Colorado 80228 ("Gold Fields") and Amselco Exploration Inc., 90 West Grove Street, Suite 100, Reno, Nevada 89509 ("Amselco").

WHEREAS Gold Fields owns three mineral leases ("Leases") in McCormick County, South Carolina, more specifically described as:

- Assignments recorded
22 March 1985*
- (1) Mineral Lease, dated November 18, 1983, between Gold Fields and Jennings Gary Dorn, Sr., Virginia M. Dorn, and Bettye Naomi Workman Dorn, a Memorandum of which is recorded at Book 65 of Deeds at p. 96, McCormick County, South Carolina.
 - (2) Mineral Lease, dated November 18, 1983, between Gold Fields and Jennings Gary Dorn, Sr. and Virginia M. Dorn, a Memorandum of which is recorded at Book 65 of Deeds at page 97, McCormick County, South Carolina.
 - (3) Mining Lease and Option Agreement, dated December 14, 1974, between John Rainsford, Jr. and Continental Oil Company (as amended December 13, 1979), a Memorandum of which is recorded at Book 39 of Deeds at page 44, McCormick County, South Carolina, and

WHEREAS under the terms of a Letter Agreement dated January 30, 1985 Gold Fields agreed to assign the Leases to Amselco and Amselco agreed to assume all duties and obligations of Gold Fields under the Leases;

NOW THEREFORE Gold Fields assigns to Amselco, and Amselco assumes all duties and obligations of Gold Fields under, the Leases. This assignment and assumption is made subject to all terms and conditions set forth in the Letter Agreement.

IN WITNESS WHEREOF, the parties have executed this
Assignment effective as of the day and year first written above.

WITNESS

- (1) John E. G. Budd
(2) John E. G. Budd

GOLD FIELDS MINING CORPORATION

John E. G. Budd

Title: Vice President Exploration

WITNESS

- (1) Terence J. Lane
(2) Terence J. Lane

AMSELCO EXPLORATION INC.

By: Angus

A. P. Taylor
Title: General Manager, Exploration

Attest: H. M. Lane
H. M. Lane
Title: Assistant Secretary

STATE OF Colorado \$
COUNTY OF Jefferson \$ ss.

Personally appeared before me John J. Fitz-Gerald, who, being duly sworn, says that he saw the corporate seal of the Gold Fields Mining Corporation, affixed to the foregoing instrument and that he also saw Donald W. Kohls, the President of Exploration of said Gold Fields Mining Corporation, sign and attest the same, and that he with P. A. Connell witnessed the execution and delivery thereof as the act and deed of the said Gold Fields Mining Corp.

SWORN to before me this
15th day of February, 1985.)
W. L. Kihi D. Parks)
Notary Public for Colorado)
My commission expires: 4/14/87)
[NOTARIAL SEAL]

John J. Fitz-Gerald

STATE OF Arizona \$
COUNTY OF Maricopa \$ ss.

Personally appeared before me J. Accurso, Inc., who, being duly sworn, says that he saw the corporate seal of the Maricopa Excavating Corp. affixed to the foregoing instrument and that he also saw John Accurso and H. M. Lane, the President and Secretary of said Maricopa Excavating Corp., sign and attest the same, and that he with Walters G. Fornari witnessed the execution and delivery thereof as the act and deed of the said Maricopa Excavating Corp..

SWORN to before me this
23rd day of February, 1985.)
W. L. Kihi D. Parks)
Notary Public for Arizona)
My commission expires: 4/14/87)
[NOTARIAL SEAL]



RECORDING REQUESTED BY: and RETURN TO: Gold Fields Mining Corp. Attn: Land Dept. 200 Union Blvd., Ste. 500 Lakewood, CO 80228
--

See Consideration Book 3, Page 184.

MEMORANDUM OF MINERAL LEASE

THIS MEMORANDUM OF MINERAL LEASE effective this 18th day of November, 1982, is filed of record in accordance with the provisions contained in a MINERAL LEASE (hereinafter called "Agreement") of even date herewith, wherein Jennings Gary Dorn, Sr., a/k/a J. G. Dorn and Virginia M. Dorn, husband and wife, and Bettye Naomi Workman Dorn, a widow, whose address is P. O. Box 36, McCormick, South Carolina 29835 (hereinafter called "Lessor") granted to Gold Fields Mining Corporation, a Delaware corporation, authorized to transact business in South Carolina, with an office address at 200 Union Boulevard, Suite 500, Lakewood, Colorado 80228 (hereinafter called "Lessee") an exclusive lease with an option to purchase certain tracts of land (hereinafter called "Property") located in McCormick County, South Carolina, the Property being identified on Exhibit "A" (attached hereto and made a part hereof). The Property is leased and optioned by Lessor to Lessee for the consideration and subject to all of the terms and conditions contained in the Agreement, which terms and conditions include, but are not limited to the following:

U.M.S. - J.G.D.
Initials

1. GRANT OF RIGHTS. Lessor granted to Lessee an exclusive lease and option to purchase the Property, including all ores, metals, minerals, tailings, concentrates and mineral products (hereinafter called "Minerals") together with the exclusive right to enter upon, possess, and use the Property for exploration, development, mining, extraction and processing of all Minerals and for all such other purposes related to such operations on other properties adjacent to or in the vicinity of the Property.

2. TERM. The Agreement is granted for an initial term of twenty-one (21) years and so long thereafter as Lessee is exercising the rights granted in the Agreement and continues to make the minimum advance royalty payments (hereinafter called "Minimum Payments") set forth in the Agreement.

3. MINIMUM PAYMENTS AND PRODUCTION ROYALTY PAYMENTS.

A. In lieu of any obligation on the part of Lessee to explore, develop or mine the Property or perform any other activities thereon, Lessee shall pay to Lessor Minimum Payments in the amounts set forth in the Agreement.

B. Under the terms of the Agreement, Lessor shall receive a production royalty on the Minerals mined from the Property and sold by Lessee from any portion of the Property.

4. ASSIGNMENT. All of the terms and conditions of the Agreement shall be binding upon and inure to the benefit of the parties and their heirs, successors, and assigns.

5. INFORMATION REGARDING AGREEMENT. Information regarding the Agreement may be obtained from Lessee's office and place of business at 200 Union Boulevard, Suite 500, Lakewood, Colorado 80228.

IN WITNESS WHEREOF, the parties have executed this MEMORANDUM OF MINERAL LEASE effective as of the day and year first above written.

LESSOR:

WITNESS:

Jennings Gary Dorn, Sr., a/k/a
J. G. Dorn
Social Sec. No. 247-46-4151

(1)

(2)

Virginia M. Dorn (L.S.) (1)
Virginia M. Dorn
Social Sec. No. 250-18-9481

(2)

Betty Naomi Workman Dorn (L.S.) (1)
Betty Naomi Workman Dorn
Social Sec. No. 250-78-2482

(2)

WITNESS:

LESSEE:

(1) Robert F. Kohls

GOLD FIELDS MINING CORPORATION

(2) James A. Shadburne

A. Donald Kohls (L.S.)

DONALD W. KOHLS

Vice President, Exploration

(1) Robert F. Kohls

A. Donald Kohls (L.S.)

(2) James A. Shadburne

Donald W. Kohls (L.S.)

ATTEST: Donald W. Kohls

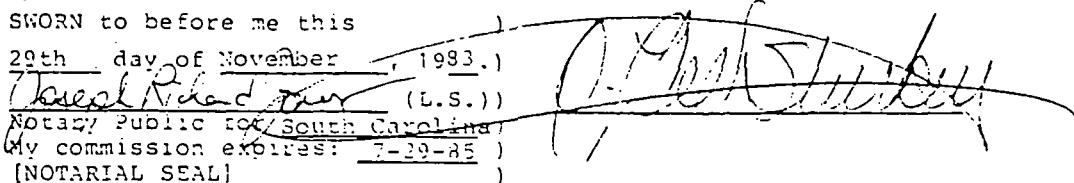
Gold Fields Mining Corporation

(South Carolina - Individual)

STATE OF South Carolina §
 COUNTY OF McCormick § ss.

Personally appeared before me O. Lee Sturkey,
 and made oath that he saw the within-named Jennings Gary Dorn,
a/k/a J.G. Dorn, Virginia M. Dorn, and Bettye Naomi Workman Dorn, sign, seal, and, as
their act and deed deliver the within-written Mineral Lease
; and that he witness with J. Richard Jones ;
 witnessed the execution thereof.

SWORN to before me this
29th day of November 1, 1983.)
O. Lee Sturkey (L.S.)
 Notary Public for South Carolina
 My commission expires: 7-29-85
 [NOTARIAL SEAL]



STATE OF South Carolina §
 COUNTY OF McCormick § ss.

RENUNCIATION OF DOWER

I, O. Lee Sturkey, Notary Public, do hereby certify
 unto all whom it may concern, that Mrs. Virginia M. Dorn,
 the wife of the within-named Jennings Gary Dorn, a/k/a J.G. Dorn,
 did this day appear before me, and upon being privately and
 separately examined by me, did declare that she does freely,
 voluntarily and without any compulsion, dread, or fear of any
 person or persons whomsoever, renounce, release and forever
 relinquish unto the within-named Gold Fields Mining Corporation
 its successors and assigns, all her interest and
 estate, and also all her right and claim of Dower of, in or to
 all and singular the premises within mentioned and released.

Given under my Hand and Seal this
29th day of November
Anno Domini 1983.
O. Lee Sturkey (L.S.)
 Notary Public of South Carolina

Karen L. Dorn
 (Signature of Wife)

My Commission Expires: 2-2-92
 [NOTARIAL SEAL]

(South Carolina - Corporate)

STATE OF South Carolina \$
 COUNTY OF Charleston \$ ss.

Personally appeared before me Members of Zimmerman
 and made oath that he saw the within-named John English Zimmerman
President by Donald J. White its President
 and Donald J. White its President Seal,
 seal, and as its act and deed, deliver the within written
Memorandum of Agreement; and that he with Terry Graham
 witnessed the execution thereof.

SWORN to before me this)

14th day of December 1983.)Notary Public for South Carolina)My commission expires: 1/1/1984)

[NOTARIAL SEAL])

Mark L. Zimmerman

(South Carolina - Corporate)

STATE OF _____ \$
 COUNTY OF _____ \$ ss.

Personally appeared before me _____
 and made oath that _____ saw the within-named _____
 by _____ its _____;
 and _____ its _____ sign,
 seal, and as its act and deed, deliver the within written _____
 ; and that _____ with _____
 witnessed the execution thereof.

SWORN to before me this)

____ day of _____, 19 ____.)(L.S.) _____

Notary Public for _____)

My commission expires: _____)

[NOTARIAL SEAL])

EXHIBIT "A"
TO
MEMORANDUM OF MINERAL LEASE
DATED NOVEMBER 13, 1983
BETWEEN
JENNINGS GARY DORN SR., a/k/a J. G. DORN AND VIRGINIA M. DORN,
HUSBAND & WIFE, AND BETTYE NAOMI WORKMAN DORN, A WIDOW, AS LESSOR
AND
GOLD FIELDS MINING CORPORATION, AS LESSEE

Under the terms of the above-referenced Agreement, Lessor has granted, demised and leased to Lessee certain property referred to as the Property, which is situated in the County of McCormick, State of South Carolina and more specifically named and described as follows:

All that parcel of land described in the records of the Tax Assessors office, McCormick County, South Carolina as tract no. 9, photo 220, 118.3 acres and tract no. 3, photo 219, 34.3 acres, Bordeaux Township, containing 153.1 acres, more or less and more particularly described in that certain deed dated January 21, 1946 from J. L. Smith to James M. Dorn and Jennings Gary Dorn, recorded in Deed Book 10, Page 621 in the office of the Clerk of Court for McCormick County, South Carolina and that certain deed dated December 2, 1974 from James M. Dorn to Jennings Gary Dorn, recorded in Deed Book 33, Page 41 in the office of the Clerk of Court for McCormick County, South Carolina.

J. G. Dorn
Initiated for Identification

J. G. Dorn U.M.D.

State of South Carolina

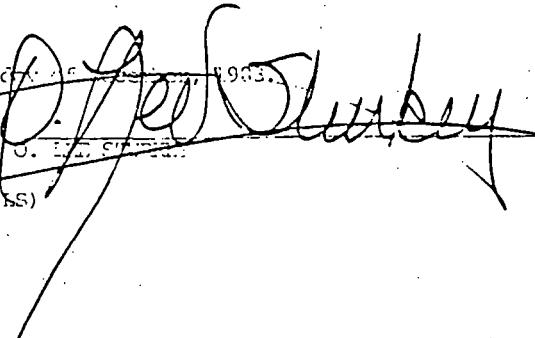
County of McCormick

* AFFIDAVIT OF CONSIDERATION

PERSONNALLY appears before me O. Lee Sturkey, attorney for the Lessors, Jennings Gary Dorn, Sr., Alva J. G. Dorn, and Virginia L. Dorn, husband and wife, and Rettre Naomi Workman Dorn, who, being duly sworn, deposes and says: that he is familiar with and has possession of a copy of the Mineral Lease between the parties and Gold Fields Mining Corporation, executed by the Lessors on November 29, 1983, and thereafter executed by the Lessee on December 13, 1983, that the consideration for the initial guaranteed term of the Lease is the sum of \$3,062.00; that this affidavit is made for the purpose of computing and affixing documentary stamps to the Memorandum of Lease dated November 18, 1983.

SORN to before me this 27th day of November, 1983.

O. Lee Sturkey
Notary Public for South Carolina
My Commission Expires: 10-07-92



DATED January 30, 1985

BETWEEN

GOLD FIELDS MINING CORPORATION

AND

AMSELCO EXPLORATION INC.

SGC Incorporated
Executive Offices
Gainesville, GA

MINERAL LEASE

THIS MINERAL LEASE (hereinafter called "Agreement") made as of the 18th day of November,by and between Jennings Gary Dorn, Sr., 1/2/1 J. G. Dorn and Virginia M. Dorn,
husband and wife, and Bettye Naomi Wickman Dorn, a widow, whose address
P. O. Box 36, McCormick, South Carolina 29835(hereinafter called "Lessor") whether one or more and Gold Fields Mining Corporation, a Delaware corporation authorized to transact business in South Carolina, with offices at 200 Union Boulevard, Suite 600, Lakewood, Colorado 80228 (hereinafter called "Lessee") for the consideration and upon the terms and conditions set forth below:1. GRANT OF LEASE. In consideration of the mutual covenants set forth herein, Lessor does lease to Lessee certain property (hereinafter called "Property") located in McCormick County, South Carolina, such Property being identified on Exhibit A attached hereto and made a part hereof.

2. GRANT OF RIGHTS. Lessor grants to Lessee the following exclusive rights upon and with respect to the Property:

(a) To enter the Property to survey, explore, prospect, drill, develop, mine, and cross-mine (in any manner whether by surface pit, or underground mining methods) stockpile, remove, leach, concentrate, mill, smelt, beneficiate, process, ship and market, by flotation, all ores, metals, minerals, tailings, concentrates and mineral products (hereinafter called "Minerals"), exceeding only oil and associated hydrocarbons, sulfur, sand, gravel and topsoil.

(b) To construct, use, maintain, repair, replace and relocate buildings, ore bins, shafts, declines, inclines, tunnels, drifts, open reservoirs, tailings ponds, waste dumps, ore stockpiles, roads, power and communication lines and any other structures and facilities.

(c) To use the Property for the storage or permanent disposal of Minerals, water, waste, tailings or other materials produced in the course of operations conducted thereon.

(d) To use all easements, means of access and rights-of-way for ingress and egress to and from the Property.

(e) To use water from or appurtenant to the Property and to drain through and from the Property and to draw into any course of water or stream any water from operations conducted thereon or on other properties owned, worked or leased by Lessor. Specifically excluded from this grant is any right to water from ponds, reservoirs, tanks or wells owned and used by Lessor, without Lessor's prior permission, which shall not be unreasonably withheld.

(f) To use the Property for all of the purposes stated in this Section 2 in conjunction with Lessee's activities on other properties.

3. TERM OF AGREEMENT. This Agreement is granted for an initial term of twenty-one (21) years from the date hereof (hereinafter called "Primary Term") and for a period so long thereafter (hereinafter called "Extended Term") as Lessee is exercising any of the rights granted in Section 2 upon and with respect to the Property and is making the minimum advance royalty payments set forth in Section 4.

4. MINIMUM ADVANCE ROYALTY PAYMENTS. Lessee shall pay Lessor the minimum advance royalty payments (hereinafter called "Minimum Payments"). All Minimum Payments paid to Lessor shall be credited against any production royalties that accrue. In the event no Minerals are produced from the Property, Lessor shall have no obligation to refund Minimum Payments. Lessee shall have the right to prepay any Minimum Payments. Lessee agrees to pay Minimum Payments to Lessor as follows:

ANNUAL PER ACRE PAYMENT				
Estate Owned	First Through Fourth Lease Year	Fifth Through Ninth Lease Year	Tenth Through Fourteenth Lease Year	Fifteenth Lease Year And Thereafter Until Termination
Surface Only	\$ 7.50	\$10.00	\$17.50	\$27.50
Subject Minerals Only	\$12.50	\$20.00	\$32.50	\$52.50
Fee (Surface and Subject Minerals)	\$20.00	\$30.00	\$50.00	\$80.00

5. DELAY RENTAL. If, at any time during the Extended Term, all activities are continuously suspended for sixty (60) days or more with respect to the Property, Lessee shall pay Lessor a delay rental of Three Thousand Dollars (\$3,000.00) commencing sixty (60) days from the first day of such suspension and a like sum every twelve (12) months thereafter so long as the suspension continues. The Extended Term Agreement shall remain in effect provided the delay rental payments are made. Nothing herein shall relieve Lessee of the duty to make payments as provided in Section 4.

6. PRODUCTION ROYALTY. Except as otherwise calculated under Sections 21 or 22 Lessee shall pay to Lessor a production royalty which will be a percentage of the net smelter returns of the Minerals derived and sold or taken by Lessee from any portion of the Property. The percentage of the net smelter returns to be paid to Lessor shall be determined as follows:

(a) A production royalty of five percent (5%) of the net smelter returns if Lessor owns the entire and undivided surface estate in the Property.

(b) A production royalty of four and one-half percent (4 1/2%) of the net smelter returns if Lessor owns the entire and undivided estate in the Minerals produced from the Property, or

(c) A production royalty of one-half percent (1/2%) of the net smelter returns of any Minerals owned by a third party or Lessee from any portion of the Property wherein Lessor owns the entire and undivided surface estate and does not own the net smelter returns. The net smelter returns shall be the amount actually received by Lessee from the sale of Minerals less, but only to the extent actually borne by Lessee, the following:

(d) All charges and costs, if any, for transportation of Minerals to a smelter, refiner, consumer or purchaser from Lessee; and

(e) All charges, costs and penalties, if any, for smelting, refining and marketing the Minerals.

In the event smelting and/or refining are carried out in facilities owned or controlled by Lessee, charges, costs and penalties for such including transportation, shall mean the amount that Lessee would have incurred if such operations were carried out at facilities not controlled by Lessee then offering comparable custom services for comparable products on prevailing terms.

If any production royalty becomes due and payable to Lessor prior to the determination of the total Mineral Content of the Subject average percent recovery for all ore beneficiated, or other information needed for calculations pertaining to Section 21 or 22, Lessee shall make a provisional royalty payment based on the then current available information as provided in this section.

A production royalty or provisional royalty payment made pursuant to this section or Section 21 or 22 will be divided four (4) times each calendar quarter or before the twentieth (20th) day following each calendar quarter based upon net mineral revenue received by Lessor during said quarter. The following adjustments shall be taken into account in determining the production royalty or provisional royalty payment:

- (a) Any adjustments to areas, charges, costs, deductions, or expenses actually imposed upon or given to Lessee but not taken into account in determining the production royalty for the preceding calendar quarter;
- (b) Any adjustments in the weights previously credited to Lessee by the purchaser, shipper, smelter or refiner of Minerals shipped or sold by Lessee during a preceding calendar quarter; and
- (c) Any adjustments in mineral content and average percent recovery calculated pursuant to Sections 21 or 22.

7. PAYMENT. All payments to Lessor shall be deemed received when paid to Lessor or into Lessor's Account No. *617454*

whose address is *Town Banking Co., Mt. Carmel, N.C. 27855* (hereinafter called "Payment Bank"). Lessee shall not be liable for distribution of payments from that account if the Payment Bank should be succeeded by another financial institution or if the Payment Bank for any reason fails or refuses to accept any payment. Lessor shall not be in default for failure to make such payment until sixty (60) days after Lessor has given Lessee written notice of the name and address of another financial institution which is to serve as Lessor's agent.

8. TAXES. Lessor and Lessee shall pay their proportionate shares of all taxes and assessments on their respective interests in the Property, and those taxes and other assessments levied or assessed against their respective personal properties on or about the Property. Lessor agrees to pay all general ad valorem taxes and assessments assessed against the Property and all taxes resulting from the Lessor's use. Lessee shall reimburse Lessor for that portion of such taxes which are attributable to any mineral reserves, stockpiled ore, or any producing mine opened and operated on the Property by Lessee, less the part thereof attributable to Lessor's production royalty interest. Lessor shall furnish Lessee all bills, demands or notices received by Lessor for such fees, taxes and assessments the payment of which Lessee is responsible for at least thirty (30) days before the same are due and payable together with all notices or statements relating thereto received by Lessor. Lessor, at its cost and expense, may contest (after giving written notice to Lessee by appropriate proceedings conducted in good faith and with due diligence), the amount or validity of any taxes or assessments with respect to the Property or the Minerals, provided that Lessor shall make all contested payments, unless such proceedings shall suspend the collection of taxes or assessments.

9. LESSOR INTEREST AND TERMINATION. Without impairment of the covenants and warranties of title contained in this Agreement, if Lessor owns less than the entire and undivided estate in the Property as identified on Exhibit A, Lessee may terminate this Agreement with respect to that portion of the Property that is not owned by Lessor. Upon such partial termination, the Minimum Payments shall be proportionately reduced and all payments due under this Agreement will be payable to Lessor only in the proportion that Lessor's actual ownership interest in the Property bears to the interest described on Exhibit A. Lessee shall be entitled to offset all monies wrongfully paid to Lessor against Minimum Payments and any production royalties that accrue to Lessor.

Lessee shall have the right to terminate this Agreement at any time, in its entirety or as to any part thereof, by delivering or mailing to Lessor at least thirty (30) days prior to such termination a written notice stating either (i) that there will be a complete termination of this Agreement or (ii) that there will be a partial termination as to the property described in the notice. The termination shall take effect upon the date specified in the notice. Upon termination, all of Lessor's rights, title, interest and obligations set forth in this Agreement as they apply to the Property or portions thereof specified in the notice, including the payment of Minimum Payments or production royalties, shall terminate except for payments that have accrued hereunder and have not yet been paid.

In the event there is a partial termination as provided herein, the Minimum Payments shall be reduced proportionately. This Agreement shall continue in effect with respect to all remaining property. After delivery of the notice of termination, Lessor shall execute, record and deliver a release confirming the relinquishment of the Property or portions thereof as the case may be.

10. THIRD-PARTY CLAIMS. If Lessee is advised by an attorney that a third party may have a claim of ownership in the Property, or Mineral or the proceeds therefrom, Lessee may deposit in a special escrow account any payments otherwise due Lessor and give written notice of such deposit to Lessor. The sums deposited shall remain in the special escrow account until the claim or controversy is resolved or until there has been final determination of the claim or controversy by a court or administrative body of competent jurisdiction and any appeal therefrom, or the period in which to appeal has expired.

11. DEFAULT. If Lessor believes Lessee's conduct is in violation of this Agreement and such conduct does not involve the failure to pay money to Lessor, then Lessor shall give Lessee written notice specifying the circumstances which constitute a default. If the parties agree in writing or a court of competent jurisdiction determines that there has been such a default and within thirty (30) days from the date of such agreement or determination, Lessee initiates and diligently attempts to cure such default, Lessee shall be excused from any liability it might otherwise have to pay damages and this Agreement shall remain in effect.

If Lessor believes Lessee's conduct is in violation of this Agreement by reason of Lessee's failure to pay money to Lessor, then Lessor shall give Lessee written notice specifying the circumstances which constitute a default to pay the amount of money asserted to be due. If the parties agree in writing or a court of competent jurisdiction determines that there has been such a default and within ten (10) days from the date of the agreement or determination, Lessee pays Lessor the money due Lessor, Lessee shall be excused from any obligation to pay damages and this Agreement shall remain in effect.

If Lessee fails to timely take the appropriate action as prescribed above, this Agreement shall remain in effect and Lessor's sole remedy shall be the recovery of actual compensatory damages.

12. TITLE. Upon request by Lessee, Lessor shall furnish promptly to Lessee all title insurance policies to the Property, documents and copies of documents filed with any county, state or federal government agency, prior deeds, if any and all material in Lessor's possession relating to the Property's title, description or otherwise. Upon written request of Lessee, Lessor shall execute and deliver to Lessee additional formal assurances or other documents, in proper and recordable form, as may reasonably be necessary to carry out the terms and intent of this Agreement. Lessee is to pay any promissory note, mortgage, tax or other lien upon the Property and be subjected to the rights of the holder thereof. Lessee shall have the right to retain, from any payment that would otherwise become payable to Lessor hereunder, the amount paid by Lessee to discharge any promissory note, mortgage, tax or other lien.

13. REMOVAL OF PROPERTY. Lessee shall have the right for a period of one (1) year after any termination made pursuant to Section 11 to enter and remove from the Property any machinery, fixtures, buildings, Minerals and other property which Lessor has created or placed there.

14. WARRANTY. Lessor covenants, represents and warrants that:

- (a) Lessor is the sole legal and equitable owner of the surface and Mineral estates that comprise the Property (as indicated on Exhibit A) without limitation whatsoever;
- (b) The Property is free and clear of all leases (excluding Oil and Gas Leases), liens, encumbrances and outstanding adverse claims and interests, not of record;
- (c) Lessor has full power and authority to execute this Agreement;
- (d) Lessee shall have the quiet and peaceful possession and enjoyment of the Property and Lessor will do everything lawfully within power to enable title to the Property and Lessee's quiet and peaceful possession and enjoyment thereof against all persons or entities who may claim any interest in the Property, Minerals or the proceeds therefrom; and
- (e) There has been no violation of any applicable federal, state, regional or county law or regulation relating to zoning, land environmental protection, or otherwise with respect to the Property or activities relating thereto.

15. DUTIES OF LESSEE. The provisions for Minimum Payments, delay rentals and production royalties contained in Sections 4, respectively, exclude and negate any express or implied duty to perform exploration or development work or to mine the Property at any rate or manner. The activities of Lessee, if any, shall be only to the extent and at the locations, times and methods and in the manner that Lessee or its sole discretion determine. If Lessee elects to perform work on the Property, such work shall be performed as follows:

- (a) Lessee will endeavor in good faith to comply with applicable provisions of federal, state, regional and county laws and regulations;
- (b) Lessee shall indemnify, protect, save and hold harmless Lessor, from and against all liens or claims arising out of Lessee's activities.

16. LESSOR'S ACCESS TO OPERATIONS. Subject to compliance with applicable federal, state and local safety regulations and to reasonable requirements of Lessee's safety and health program, Lessor has the right, at reasonable times and at the sole risk of Lessor, to enter upon Property and any mine workings thereon for the purpose of inspecting same and any work being conducted by Lessee thereon. Lessor agrees Property and any mine workings thereon for the purpose of inspecting same and any work being conducted by Lessee thereon. Lessor agrees assume all liability for, and indemnify, protect, save and hold harmless Lessee from any and all fees, losses, liabilities, costs and attorney's fees, actions of every kind and character arising out of any death, personal injury or property damage sustained by Lessor while in or upon the Property.

17. DAMAGES. Lessee shall restore damaged portions of the Property by grading, seeding and planting or pay an equitable compensation the injured party or parties for actual damages that are caused by Lessee's operations upon the Property for damage to crops, pasture, timber, tenures, canals, ditches, reservoirs, roads and improvements, damage by reason of injury to or loss of livestock and damages caused by the removal crops or timber.

For each and every acre of the Property owned by Lessor within any open pit, shaft, stockpile or waste dump; or for each and every acre Lessor takes exclusive and continuous possession of for any purpose herein, Lessee shall pay a one-time payment to Lessor on or before the first anniversary date of the Agreement after such acre or acres is, but to such use, an amount equal to one hundred fifty percent (150%) of the current market surface value of equivalent lands in the vicinity. At Lessor's option, election of which will be by written notice, title to each and every acre that due to Lessee's operations cannot be restored to its prior use will be conveyed to Lessee.

Any payments due to Lessor and made by Lessee pursuant to the provisions of this Section 17 shall be deemed to be full and complete compensation for the damage to and use of each such acre or acres. Neither party shall be responsible for special or consequential damages to other party for any claim that may arise as a result of the breach of this Agreement.

18. FENCES. If Lessee finds it necessary to cut any fence on the Property, it first will install and brace heavy cornet-type posts at each end the opening to be made, and will securely fasten the fence wire to these posts in a manner which will prevent sagging. Lessee also will install in opening a gate of a quality acceptable to Lessor. If Lessee desires that any opening provide uninterrupted ingress and egress, it shall have the right install therein a cattle-guard of sufficient size and substance to bear the type of traffic necessary for its operations and capable of turning all livestock. If Lessee finds it necessary to relocate any fence on the Property due to operations being conducted under this Agreement, Lessee shall perform such relocation at its expense or pay Lessor for the cost of replacement of such fence.

19. ROADS. Lessee agrees at its sole expense to maintain, repair and restore within a reasonable time the existing non-public access roads used by Lessee and located on the Property to a good and passable condition consistent with their historical use.

20. BOOKS AND RECORDS. Lessee shall keep accurate records of all Minerals, and mineral products derived from the Property by Lessee and sold by Lessee, and of all calculations relative to production royalty payments hereunder. The records may be inspected by Lessor or a duly authorized representative of Lessor once each calendar year during business hours upon providing to Lessee forty-eight (48) hours prior to written notice.

21. UNITIZATION. For the sole purpose of determining the payments of production royalties Lessor grants to Lessee the absolute rights concerning the Property or any portion thereof with other lands owned or leased by Lessee to form a unit or units (hereinafter called "Unit") of such shape and size as Lessee in its sole and absolute discretion deems necessary to facilitate the production of Minerals from the Unit. Lessee may exercise such right at any time during the Primary and Extended Terms of this Agreement by executing and recording an instrument identifying the acreage included in a Unit and shall notify Lessor by delivering to Lessor a copy of the recorded instrument. A Unit shall not exceed 3,000 acres in size. Lessee, in its sole and absolute discretion, shall have the right to terminate a Unit without further obligations except for payments that have accrued hereunder and have not yet been paid.

Operations conducted anywhere on a Unit shall be deemed to have been conducted at least in part on the Property. If Minerals are produced from a Unit, the Minerals shall be deemed to have been at least in part produced from the Property. The portion of the production deemed to have been produced from the Property for the purposes of paying production royalty to Lessor shall be equal to the proportion that the surface area of the Unit portion of the Property bears to the total surface area of the Unit. All activities on the Unit will be conducted pursuant to the rights granted to Lessee under the terms of this Agreement.

If it is determined that Lessor owns less than the entire and undivided surface and mineral estate in the Property, then for the purposes of Section 21, the Lessor's proportionate share of the Minerals produced shall be reduced by the percentage of the undivided portion of the Property that Lessor does not own. If other land is added to a Unit, the surface area percentages shall be adjusted accordingly. If a Unit is altered in size, there shall be no retroactive recompensation of production royalties or other payments.

Under any unitized mining operation, the Lessee may commingle ores mined with the Minerals without previous testing, sampling, or assaying within the Unit. Production royalty calculations for the Unit will be pursuant to this section and not pursuant to Section 22.

In the event that Lessee does not elect to unitize the Property with other lands, Lessor shall have the right to commingle Minerals with ore or minerals from other lands for any and all purposes of this Agreement pursuant to Section 22.

22. COMMINGLING. Lessee shall have the right, at any time and from time to time, at its sole discretion, to commingle ore from the Property (hereinafter called "Subject Ore") with ore mined from the real property other than the Property (hereinafter called "Other Ore"). Subject Ore and Other Ore will be separately weighed, sampled, and analyzed to determine mineral content (hereinafter called "Mineral Content") which term means that portion of the ore which Lessee, at its sole discretion, chooses to recover through beneficitation. Measurements to determine the total weight of all ore mined will be made by weighing or by volumetric measurements, or by alternate methods as determined at Lessee's sole discretion. Calculations employed to determine total weight shall be based upon dry weight. Lessee shall keep records of the total weight and Mineral Content of all ore mined and beneficited for each property owner and the appropriate interest.

Lessor shall determine the average percent recovery of the Mineral Content of all ore beneficited by dividing the Mineral Content recovered (which figure represents the basis upon which Lessee's net smelter returns are calculated) by the total Mineral Content of all ore mined on beneficitation. Payment of production royalties to Lessor shall be based on the Mineral Content of all Subject Ore multiplied by the average percent recovery.

All sampling, measuring, analyzing, weighing, assaying and calculating shall be done in accordance with procedures generally accepted in mineral industry.

23. FORCE MAJEURE. Lessee shall not be deemed in default in the performance of operations hereunder during any period in which performance is prevented by any cause reasonably beyond Lessee's control, each of which cause is called "Force Majeure". Force Majeure includes, without limitation, fire, floods, storms, other damage from the elements, strikes, labor disputes, inability to obtain competent workmen, unavailability or transportation or necessary equipment, lack of a market reasonably satisfactory for the sale of any product from the Property, acts of governmental authorities, failure to receive required governmental approvals, inability to obtain water for Lessee's operations, lack of electrical power, acts of God, and acts of the public enemy. The term of this Agreement shall be extended for a period equal to the period of Force Majeure. All such periods shall be deemed to begin at the time Lessee is prevented from performing its operations hereunder by reasons of Force Majeure. Nothing in this Section 23 shall limit Lessee's obligation to make Minimum Payments as provided in Section 4.

24. RIGHTS NOT TO BE SUSPENDED. Any dispute between the parties or resolution thereof relating to this Agreement shall not limit or affect any right Lessee may have under this Agreement.

25. ADDITIONAL AND AFTER-ACQUIRED RIGHTS. If Lessor acquires any additional right or interest in the Property or property adjacent thereto while this Agreement is in effect, (i) Lessor shall promptly notify Lessee, (ii) Lessor shall promptly offer such right or interest to Lessor which offer shall remain open for a period of sixty (60) days after the date it is made, and (iii) Lessee shall have the right to lease the right or interest to Lessor according to the terms prescribed by this Agreement.

If Lessor acquires any after-acquired right or interest in the Property, which right or interest is already warranted in this Agreement, Lessor promptly通知Lessee in writing of the acquisition. Such right or interest shall become part of the Property and subject to this Agreement without payment of any additional consideration by Lessee. Lessor shall sign, acknowledge, and deliver an Amendment to this Agreement and Memorandum of this Agreement to Lessee, so as to include such right or interest.

26. COOPERATION. Lessor agrees, in good faith, to cooperate with Lessee, where such cooperation is required by Lessee, in the obtaining of all necessary permits required in Lessee's exercise of any and all rights under this Agreement.

27. ASSIGNMENT. Either party may assign all or a portion of their respective rights under this Agreement with the prior written consent other party, which consent shall not be unreasonably withheld, provided the assignee executes an assumption of all of the assignor's obligations hereunder. However, no consent will be required for any assignment by Lessee to an affiliate or subsidiary of all or parts of Lessee's right obligations under this Agreement. No party shall be chargeable with notice of any assignment until such party has been furnished with written thereof and a duplicate or photostatic copy of the instrument of assignment and assumption.

23. NOTICE. Any notice or other instrument required or desired to be given under this Agreement shall be effective when written including personally delivered to the party to be given such notice or if same has been deposited in the United States Mail, certified return receipt requested, or registered with postage thereon fully paid, to the addresses set forth above. Either party may change such addresses by giving written notice in like manner to the other party.

24. SEVERABILITY. In the event that any court or administrative body of competent jurisdiction determines that any part, term, or provision of this Agreement is unenforceable, illegal, or in conflict with any federal, state, regional, or county law, the parties shall petition for such provision to be deemed to have been deleted, such court or administrative body to reform such part, term, or provision in such a way as to carry out the intent of the parties hereto to the extent permissible under such law; provided, however, that if the court or administrative body declines to so act then, such part, term, or provision shall be considered severable from the rest of the Agreement, and the remaining provisions of the Agreement shall not be thereby affected, and this Agreement shall be construed and enforced as if the Agreement did not contain such part, term, or provision.

25. PERPETUITIES. As to any provision in this Agreement, the parties hereto do not intend that there shall be any violation of the Rule against Perpetuities or any related rule. If any such violation should inadvertently occur, it is the intent of the parties hereto that the appropriate court shall reform the provision in such a way as to approximate most closely to the intent of the parties hereto within the limits permissible under such rule or related rule.

26. BINDING EFFECT, CONSTRUCTION AND ENFORCEMENT. All covenants, conditions, and terms of this Agreement shall be of benefit to and run with the Property and shall bind and inure to the benefit of the parties hereto, their respective heirs, successors, personal representatives, subsidiaries, affiliates, including any business entity of which the majority of the equity is owned directly or indirectly by Lessor or Lessee or their partners, principals, employees and assigns. This Agreement shall be construed and enforced in accordance with the laws of the State of

SOUTH CAROLINA

27. MEMORANDUM. Concurrently with the execution of this Agreement, Lessor shall execute and deliver to Lessee a Memorandum of this Agreement in recordable form.

28. EXECUTION. This Agreement may be executed in one or more counterparts, each of which shall be as fully binding on the signatory parties as if executed by all parties.

29. SCLE AGREEMENT. This Agreement and the Exhibits attached hereto set forth the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior negotiations and agreements between the parties with respect to the subject matter of this Agreement. No modification or alteration of this Agreement shall be effective unless reduced to writing and executed by the parties hereto. The division of this Agreement into sections and the use of captions are solely for convenience and shall not be used in its interpretation.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

LESSOR:

Jennings Gary Dorn, Sr., a/k/a J. G. Dorn (SEAL) (1)
Social Security No. 247-16-1151 (2)

Virginia M. Dorn (SEAL) (1)
Virginia M. Dorn
Social Security No. 250-18-9481 (2)

Betty Naomi Workman Dorn (SEAL) (1)
Bettye Naomi Workman Dorn
Social Security No. 250-78-2482 (2)

Social Security No. _____

WITNESSES:

WITNESS:

(1) Robert P. Johnson
(2) Donald W. Kohls

LESSEE:

Gold Fields Mining Corporation

DONALD W. KOHLS
Vice President, Exploration

ATTEST:

Robert P. Johnson
Donald W. Kohls

(South Carolina - Individual)

STATE OF South Carolina §
 COUNTY OF McCormick § ss.

Personally appeared before me O. Lee Sturkey,
 and made oath that he saw the within-named Jennings Gary Dorn
a/k/a J.G. Dorn, Virginia M. Dorn and Bettye Naomi Workman Dorn sign, seal, and, as
their act and deed deliver the within-written Mineral Lease
; and that he with L. Richard Jones ;
 witnessed the execution thereof.

SWORN to before me this)
29th day of November, 1983)
(John Richard Jones (L.S.))
Notary Public for South Carolina)
My commission expires: 7-29-85)
 [NOTARIAL SEAL])

STATE OF South Carolina §
 COUNTY OF McCormick § ss.

RENUNCIATION OF DOWER

I, O. Lee STurkey, Notary Public, do hereby certify
 unto all whom it may concern, that Mrs. Virginia M. Dorn,
 the wife of the within-named Jennings Gary Dorn, a/k/a J.G. Dorn,
 did this day appear before me, and upon being privately and
 separately examined by me, did declare that she does freely,
 voluntarily and without any compulsion, dread, or fear of any
 person or persons whomsoever, renounce, release and forever
 relinquish unto the within-named Gold Fields Mining Corporation,
its successors ~~XXXXXX~~ and assigns, all her interest and
 estate, and also all her right and claim of Dower of, in or to
 all and singular the premises within mentioned and released.

Given under my Hand and Seal this)
29th day of November)
1983)
(John Richard Jones)
Notary Public of South Carolina)
 (L.S.))
 My Commission Expires: 2-2-92
 [NOTARIAL SEAL]

(South Carolina - Corporate)

STATE OF South Carolina)
) ss.COUNTY OF Charleston)

Personally appeared before me Robert C. Zimmerman
 and made oath that I saw the within-named Corporation incorporated
by Charles L. Kruse its Vice President
 and John T. Fitz-Simons its Secretary, sign,
 seal, and as its act and deed, deliver the within written
document; and that I with Robert C. Zimmerman
 witnessed the execution thereof.

SWORN to before me this)

12th day of December, 1973.)Robert C. Zimmerman (L.S.)Notary Public for Charleston)My commission expires: 11/1974)

[NOTARIAL SEAL])

(South Carolina - Corporate)

STATE OF _____)
) ss.COUNTY OF _____)
) ss.

Personally appeared before me _____
 and made oath that _____ saw the within-named _____
 _____ by _____ its _____;
 and _____ its _____ sign,
 seal, and as its act and deed, deliver the within written _____
 _____; and that _____ with _____
 _____ witnessed the execution thereof.

SWORN to before me this)

____ day of _____, 19 ____.)

(L.S.) _____

Notary Public for _____)

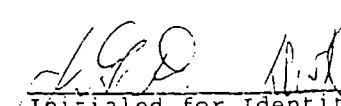
My commission expires: _____)

[NOTARIAL SEAL])

EXHIBIT "A"
TO
MINERAL LEASE
DATED NOVEMBER 18, 1983
BETWEEN
JENNINGS GARY DORN SR., a/k/a J. G. DORN AND VIRGINIA M. DORN,
HUSBAND & WIFE, AND BETTY NACMI WORKMAN DORN, A WIDOW, AS LESSOR
AND
GOLD FIELDS MINING CORPORATION, AS LESSEE

Under the terms of the above-referenced Agreement, Lessor has granted, demised and leased to Lessee certain property referred to as the Property, which is situated in the County of McCormick, State of South Carolina and more specifically named and described as follows:

All that parcel of land described in the records of the Tax Assessors office, McCormick County, South Carolina as tract no. 8, photo 220, 118.8 acres and tract no. 8, photo 219, 34.3 acres, Bordeaux Township, containing 153.1 acres, more or less and more particularly described in that certain deed dated January 21, 1946 from J. L. Smith to James M. Dorn and Jennings Gary Dorn, recorded in Deed Book 10, Page 621 in the office of the Clerk of Court for McCormick County, South Carolina and that certain deed dated December 2, 1974 from James M. Dorn to Jennings Gary Dorn, recorded in Deed Book 38, Page 41 in the office of the Clerk of Court for McCormick County, South Carolina.


Initialed for Identification

J.G.D.

V.M.D.